



105 E. Center Street
Sikeston, MO 63801
573-471-2512
www.Sikeston.org

TENTATIVE AGENDA

SPECIAL CITY COUNCIL MEETING SIKESTON CITY HALL


Monday, February 6, 2017
5:00 P.M.

- I. CALL TO ORDER
- II. RECORD OF ATTENDANCE
- III. OPENING PRAYER
- IV. PLEDGE OF ALLEGIANCE
- V. APPROVAL OF CITY COUNCIL MINUTES
 - A. Regular Council Minutes January 3, 2017
 - B. Special Council Minutes January 30, 2017
- VI. ACCEPTANCE OF BOARD AND COMMISSION MINUTES
 - A. Library Board December 5, 2016
 - B. Park Board October 17, 2016
 - C. Park Board November 14, 2016
 - D. Planning & Zoning October 11, 2016
 - E. Tourism Advisory Board January 31, 2017
- VII. ITEMS OF BUSINESS
 - A. 2nd Reading & Consideration, Bill #6047, Watami Parcel Development Agreement with 60 West TIF Redevelopment Project
 - B. Presentation of Rail Trail Master Plan
 - C. 2nd Reading & Consideration, Bill #6046, Authorizing Mayor to Execute TAP Grant Agreements
 - D. Authorization to Proceed with Calendar Year 2017 Street & Drainage Improvement Program
 - E. Briefing on Park Purchases
 - F. Award Bid 17-9, Bleachers Purchase
 - G. Award Bid 17-10, Mowers Purchase
 - H. Award Bid 17-12, UTV Purchase
 - I. Consideration of Resolution 17-02-01, Declaration of Surplus Tractor
 - J. Authorization to Proceed with Purchase of Outdoor Warning Siren for Business, Education & Technology Park

- K. 1st Reading, Bill #6041, Amending City Code 210.840, Weapons – Carrying Concealed – Other Unlawful Use, to Comply With State Statute
- L. Council Endorsement of Legislative Priority Statement
- M. Other Items As May Be Determined During the Course of the Meeting

VIII. ADJOURNMENT

Dated this 2nd day of February 2016.



Carroll Couch, City Clerk

The City of Sikeston complies with ADA guidelines. Notify Linda Lowes at 471-2512 (TDD Available) to notify the City of any reasonable accommodation needed to participate in the City Council's Meeting.

REGULAR CITY COUNCIL MEETING
JANUARY 3, 2017

The regular Sikeston City Council meeting of January 3, 2017 was called to order at 5:00 p.m. in the City Council Chambers, located at 105 East Center, Sikeston. Present at the meeting were: Mayor Steven Burch and Councilmen Karen Evans, Jon Gilmore, Ryan Merideth, Gerald Settles, and Mary White-Ross. Staff in attendance were: City Manager Jonathan Douglass, City Counselor Chuck Leible, City Clerk Carroll Couch, City Treasurer Karen Bailey, Governmental Services Director Linda Lowes, Public Safety Director Drew Juden, Public Safety Captains Mike Williams and James McMillen, Public Works Director Jay Lancaster, Parks Director Dustin Care, Street Superintendent Brian Dial, Street Supervisor Darren Martin, and Airport Manager Lee Dunn.

APPROVAL OF CITY COUNCIL MINUTES

City Council minutes of December 5, 2016 were presented for approval. Councilwoman White-Ross moved to approve the minutes as presented. Councilman Gilmore seconded the motion and the following roll call vote was recorded:

Evans Aye, Gilmore Aye, Merideth Aye, Settles Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

ACCEPTANCE OF BOARD AND COMMISSION MINUTES

Minutes from various board and commission meetings were presented to the City Council. Councilman Gilmore moved to approve the minutes as presented. The motion was seconded by Councilman Merideth and voted as follows:

Evans Aye, Gilmore Aye, Merideth Aye, Settles Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

ITEMS OF BUSINESS

Briefing on New Madrid County Floodplain Mapping Project

Public Works Director Lancaster and City Manager Douglass attended a kick off meeting sponsored by SEMA and AMEC Foster Wheeler on the floodplain remapping of New Madrid County. City staff was advised that Sikeston will not be impacted by the project, since it was remapped in 2012.

Evans Aye, Gilmore Aye, Merideth Aye, Settles Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

Authorization to Accept Midland GIS Proposal for Aerial Photography

Councilman Gilmore moved to accept the proposal received from Midland GIS for aerial photography of the City, in the amount of \$15,750. The motion was seconded by Councilman Merideth and the following vote recorded:

Evans Aye, Gilmore Aye, Merideth Aye, Settles Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

Sign Request from Alan Wire

Councilman Merideth moved to authorize staff to enter into an agreement with Alan Wire to locate a sign on the City controlled right-of-way adjacent to the Alan Wire plant on west Malone Avenue. The motion was seconded by Councilman Settles, discussed and the following vote recorded:

Evans Aye, Gilmore Aye, Merideth Aye, Settles Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

Bill Number 6044, Calling for April 4, 2017 General Election

Councilman Gilmore moved for the second reading of Bill Number 6044. The motion was seconded by Councilwoman White-Ross and the following vote recorded:

Evans Aye, Gilmore Aye, Merideth Aye, Settles Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

Counselor Leible presented the bill for reading.

Bill Number 6044

Ordinance Number 6044

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6044, CALLING FOR A GENERAL ELECTION IN THE CITY OF SIKESTON, MISSOURI, ON TUESDAY, APRIL 4, 2017, FOR THE PURPOSE OF ELECTING A CANDIDATE FOR THE POSITION OF COUNCILMAN AT-LARGE.

BE IT ORDAINED by the City Council of the City of Sikeston, Missouri, as follows:

SECTION I: This ordinance shall not be codified.

SECTION II: That in accordance with the Missouri Comprehensive Election Laws of the State of Missouri, applicable Missouri Revised Statutes of the State of Missouri and the ordinances of the City of Sikeston, Missouri, a General Election shall be held and the same is hereby ordered to be held on Tuesday, April 4, 2017.

SECTION III: That the polls be open for said election continuously from six o' clock in the forenoon until seven o'clock in the afternoon of that day, April 4, 2017.

SECTION IV: That said election be held in the City of Sikeston, Missouri, in the polling places and precincts designated by the County Clerk.

SECTION V: That said election is hereby called for the purpose of electing one (1) candidate for the office of Councilman At-Large.

SECTION VI: That the Judges and Clerks of said election shall be those appointed by the County Clerk.

SECTION VII: That the City Clerk shall cause notice, poll books, ballots, and all other matters necessary to the election to be requested from the County Clerk's office as required by law.

SECTION VIII: That the City Clerk of the City of Sikeston, Missouri, be and he is hereby authorized and directed to notify the County Clerk of Scott County, Missouri, of the adoption of this ordinance no later than January 24, 2017, and to include in said notification all the terms and provisions required by the Comprehensive Election Act of 1986, as amended, and the above cited Statutes and ordinances.

SECTION IX: General Repealer Section. Any other ordinance or parts thereof inconsistent herewith, are hereby repealed.

SECTION X: Severability. Should any part or parts of this Ordinance be found or held to be invalid by any court of competent jurisdiction, the remaining part or parts shall be severable and shall continue in full force and effect.

SECTION XI: Record of Passage.

- A. Bill Number 6044 was introduced to Council and read the first time this 5th day of December, 2016.
- B. Bill Number 6044 was read the second time, and discussed this 3rd day of January 2017. Councilman Settles moved to approve Bill Number 6044. The motion was seconded by Councilman Gilmore and the following roll call vote recorded:

Evans Aye, Gilmore Aye, Merideth Aye, Settles Aye,
White-Ross Aye, and Burch Aye, thereby being passed,
becoming Ordinance 6044.

- C. Ordinance 6044 shall be in full force and effect from and after February 3rd, 2017.

Other Items

The City Council retreat will be held at the Bootheel Club on Saturday.

Donald Gipson of 207 Westgate requested to speak with the city manager regarding his condemned properties.

ADJOURNMENT INTO EXECUTIVE SESSION

Councilman Merideth moved to adjourn into executive session for the discussion of property [RSMO 610.021 (2)]. The motion was seconded by Councilwoman Evans and the following roll call vote recorded:

Depro Aye, Evans Aye, Settles Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

Mayor Burch called the executive session to order. Present were: Mayor Steven Burch and Councilmen Karen Evans, Ryan Merideth, Jon Gilmore, Gerald Settles and Mary White-Ross. Staff in attendance were: City Manager Jonathan Douglass, City Counselor Chuck Leible, City Clerk Carroll Couch, City Treasurer Karen Bailey, Governmental Services Director Linda Lowes, Public Works Director Jay Lancaster, and Public Safety Director Juden.

Councilman Settles moved to pay \$1,000 to secure a 6 month option to purchase the Lil' Peddler Shop for \$75,000. The motion was seconded by Councilman Gilmore, discussed and the following roll call vote recorded:

Evans No, Gilmore Aye, Merideth Aye, Settles Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

No further action was taken in executive session.

ADJOURNMENT OUT OF EXECUTIVE SESSION

Councilman Merideth moved to adjourn from executive session. The motion was seconded by Councilwoman Evans and the following roll call vote recorded:

Evans Aye, Gilmore Aye, Merideth Aye, Settles Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

ADJOURNMENT

There being no further business before the City Council, Councilman Settles moved to adjourn. The motion was seconded by Councilman Gilmore and the following roll call vote was recorded:

Evans Aye, Gilmore Aye, Merideth Aye, Settles Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

APPROVED:

STEVEN BURCH, MAYOR

ATTEST:

CARROLL L. COUCH, CITY CLERK

SEAL:

SPECIAL CITY COUNCIL MEETING
JANUARY 30, 2017

CALL TO ORDER/RECORD OF ATTENDANCE

The special Sikeston City Council meeting of January 30, 2017 was called to order at 11:30 a.m., in the City Council Chambers, located at 105 East Center, Sikeston. Present at the meeting were: Mayor Steven Burch and Councilmen Jon Gilmore, Ryan Merideth, Gerald Settles, and Mary White-Ross. Councilman Karen Evans was absent. Staff in attendance were: City Manager Jonathan Douglass, City Counselor Chuck Leible, City Clerk Carroll Couch, City Treasurer Karen Bailey, Governmental Services Director Linda Lowes, Public Works Director Jay Lancaster, Parks Director Dustin Care, Street Supervisor Darren Martin, Acting Public Safety Director Mike Williams, Captain James McMillen, Senior building Official Collin Cecil and Airport Manager Lee Dunn.

ITEMS OF BUSINESS

Consideration of Building Lease with Historic Downtown Sikeston

City Manager Douglass reviewed a proposed two-year lease of the former DPS/post office building to Historic Downtown Sikeston. Due to several maintenance and renovation needs, the rent of \$300 per month will be forgiven in exchange for completion of certain repairs and restoration. Following the initial lease period, Downtown Sikeston will reevaluate the condition of the building, its potential for long-term use, and the feasibility of renovating the building.

Councilman Gilmore moved to approve the lease of 215 North New Madrid to Historic Downtown Sikeston, as presented. The motion was seconded by Councilman Settles and the following vote recorded:

Gilmore Aye, Merideth Aye, Settles Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

Acceptance of the FY2016 Audit

Every year the city undergoes an independent audit of its financial statements by a certified public accountant. The audit of the Fiscal Year 2016 financials has been completed by Bucher, Essner and Miles, L.L.C. and is available for review by the City Council and the public. Hard copies are available and it is also posted on the city's website.

The audit expresses an "unqualified" opinion, meaning that it was a "clean" audit, or that there were no significant findings of non-compliance with accounting standards, federal reporting requirements, or internal controls.

Councilman Settles moved to accept the FY2016 Audit. The motion was seconded by Councilman Merideth and the following vote recorded:

Gilmore Aye, Merideth Aye, Settles Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

Bill Number 6046, Authorization for the Mayor to Sign a Contract with Missouri Highways and Transportation Commission

Councilman Merideth moved for the first reading of Bill Number 6046. The motion was seconded by Councilman Gilmore and the following vote recorded:

Gilmore Aye, Merideth Aye, Settles Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

Counselor Leible presented Bill Number 6046 for reading. This bill as approved shall become Ordinance Number 6046 authorizing the mayor to execute a contract between the City of Sikeston, Missouri and the Missouri Highways and Transportation Commission providing for the funding and construction of a multi-use trail along the former Union Pacific Railroad Co. rail corridor beginning west of the intersection of Malone Avenue (MO Highway 114) and Scott Street; terminating west of the intersection of Malone Avenue at Main Street in the City of Sikeston, Scott County, Missouri.

Recently, city staff submitted a grant application to the Missouri Department of Transportation (MoDOT) to seek funding for Phase One of the Sikeston Rail-to-Trail Project through the Federal Transportation Alternatives Program (TAP). Phase One of the trail constructs the initial phase of the project from Scott Street to the intersection of Main and Malone.

The grant has been approved. The city is required to sign a program agreement with MoDOT. It requires passage by an ordinance.

Bill Number 6047, Watami parcel Development Agreement with 60 West TIF Redevelopment Project

Councilman Settles moved for the first reading of Bill Number 6047. The motion was seconded by Councilman Merideth and the following vote recorded:

Gilmore Aye, Merideth Aye, Settles Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

Counselor Leible presented Bill Number 6047 for reading, an ordinance approving a parcel development in connection with the Sikeston 60 West Tax Increment Financing Redevelopment Plan.

Bill Number 6047 represents a request from Cotton Ridge Development (60 West TIF District) for approval of a Parcel Development Agreement between Cotton Ridge and Rosewood Vanguard Corporation d/b/a Watami Sushi and Hibachi Steakhouse II. The agreement assigns 50% of the TIF revenues generated from the property to the Sub-Developer up to a maximum of \$100,000 in TIF eligible reimbursements.

Interim Appointment to Public Safety Advisory Board

Bill Mitchell has resigned from the DPS Advisory Board requiring an interim appointment for his term ending in October 2018.

Councilman Gilmore nominated David Teachout to fill the unexpired term of Bill Mitchell. The nomination was seconded by Councilman Settles and there being no further nominations, the following vote recorded:

Gilmore Aye, Merideth Aye, Settles Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

ADJOURNMENT INTO EXECUTIVE SESSION

Councilman Merideth moved to adjourn into executive session for the discussion of property and personnel [RSMO 610.021 (2 & 3)]. The motion was seconded by Councilwoman White-Ross and the following roll call vote recorded:

Gilmore Aye, Merideth Aye, Settles Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

Mayor Burch called the executive session to order at 11:50 a.m. Present were: Mayor Steven Burch and Councilmen Jon Gilmore, Ryan Merideth, Gerald Settles and Mary White-Ross. Staff in attendance were: City Manager Jonathan Douglass, City Counselor Chuck Leible, City Clerk Carroll Couch, City Treasurer Karen Bailey, Governmental Services Director Linda Lowes, Acting Public Safety Director Mike Williams, and Public Works Director Jay Lancaster. Economic Development Director Mike Marshall was also in attendance.

Councilman Merideth recused himself from the meeting. No action was taken regarding property. Councilman Merideth returned to the meeting at 12:00 p.m.

City Clerk Carroll Couch, Governmental Services Director Linda Lowes, Acting Public Safety Director Mike Williams, Public Works Director Jay Lancaster, and Economic Development Director Mike Marshall were excused from the meeting.

Following a brief discussion, City Manager Douglass left the meeting.

Councilman Gilmore moved to give City Manager Douglass a 3% merit increase. The motion was seconded by Councilman Settles and the following vote recorded:

Gilmore Aye, Merideth Aye, Settles Aye,
White-Ross Aye, and Burch Aye, thereby being passed.

At 12:32 p.m., Councilman Merideth left the meeting. Shortly thereafter, Councilwoman White-Ross left the meeting.

No further action was taken in executive session.

ADJOURNMENT OUT OF EXECUTIVE SESSION

There no longer being a quorum present, the Mayor declared the meeting adjourned.

APPROVED:

STEVEN BURCH, MAYOR

ATTEST:

CARROLL L. COUCH, CITY CLERK

SEAL:

**Sikeston Public Library
Board of Trustees Meeting
Monday, December 5, 2016
4:30pm**

The Board of Trustees of Sikeston Public Library met at 4:30 p.m. on Monday, December 5, 2016 in the McAmis Community Room of the Sikeston Public Library. Present were Mrs. Boardman, Mrs. Brown, Mrs. Chitwood, Mrs. Lawson, Mr. Leible, Mr. Polivick, Mrs. Tetley, and Mr. Eifert, Director. Dr. Bohannon and Ms. Thompson were absent.

The meeting was called to order at 4:30 p.m. by board president Lew Polivick

MINUTES

Mrs. Tetley made a motion to accept the minutes from the November 2016 meeting. Mrs. Chitwood seconded and the motion carried.

PETTY CASH

Mrs. Lawson made a motion to accept the Petty Cash Report for November 2016. Mrs. Brown seconded and the motion carried.

BILLS

Mrs. Tetley made a motion to accept the bills for November 2016 as presented. Mrs. Chitwood seconded and the motion carried.

CITY FINANCIAL STATEMENT

The City Financial Statement for October 2016 was reviewed.

COMMITTEES

FINANCE—Mrs. Tetley reported on the balances for the money market account and the CD, both held at Focus Bank.

PERSONNEL—No report was presented.

OPERATIONS—Parking lot striping is still planned.

LIBRARIAN'S REPORT

- Minimum wage will increase by 5 cents in January. This will require raising the hourly rate for the shelvers. Mr. Eifert requested a 10-cent increase for circulation clerks Jaclyn Elsey and Joan Pero. As of January 1, hourly rates will be \$7.70 for Ashli Vaught and Jackson Clay; \$8.69 for Jaclyn Elsey; and \$8.10 for Joan Pero. Mrs. Chitwood made a motion to approve the hourly rates as presented. Mrs. Brown seconded the motion, which passed unanimously.
- Mr. Eifert reported on the Missouri Public Library Directors Meeting, which was held Dec. 1-2 at Osage Beach. Highlights of the meeting included additional libraries joining the Missouri Evergreen consortium, the MoLib2Go consortium reaching 100 members, and a visit from Secretary of State-elect Jay Ashcroft.
- The library will be closed from 11:30 a.m. to 1:30 p.m. on Wednesday, December 21 for a staff Christmas luncheon.
- Discussion was held about the possibility of an overnight "lock-in" at the library to be held on New Year's Eve. Topics discussed included supervision levels and gaining the appropriate parental permissions. Mrs. Boardman moved to approve a 6 p.m.-midnight program on New Year's Eve, provided that appropriate adult supervision is available. Mr. Leible seconded the motion, which passed unanimously.

OTHER BUSINESS

By consensus, the board changed the January meeting date to the second Monday in January. The board will meet at 4:30 p.m. on Monday, January 9, 2017 in the McAmis Community Room at the library.

ADJOURNMENT

Mrs. Tetley made a motion to adjourn. Mr. Leible seconded and the motion carried. The meeting adjourned at 5:00 pm.

SIKESTON PARK BOARD MEETING**October 17, 2016****The Clinton Building****5:15 p.m.**

The Sikeston Park Board met at 5:15 p.m. Monday, October 17, 2016 at the Clinton Building. Members present were Ellen Brandom, Susanne Chitwood, Jackie Cowan, Jason Davis, Jeff Hay, and Jared Straton. Members absent were Wade Hamra, Marcie Lawson, and Brian Self.

Council Member present was Karen Evans

Staff member present was Dustin Care, Director of Parks and Recreation.

No media representatives were present.

MINUTES

Brandom moved for the approval of the September 13, 2016 Park Board minutes. Jared Straton seconded.

Roll call:

Brandom	- Yes	Hay	- Yes
Chitwood	- Yes	Straton	- Yes
Cowan	- Yes		

OLD BUSINESS

- None

NEW BUSINESS

- Marcie Lawson was appointed to the Park Board. Her first term expires in November of 2019.

COMMUNICATIONS FROM THE CHAIRMAN AND PARK BOARD

- Jeff Hay mentioned the turnout for the October soccer tournament.
- Jackie Cowan commented on how well the parks had been maintained.

COMMUNICATIONS FROM STAFF

- Care briefed the Park Board about the status of the new Dog Park.
- Care provided an update on the Rail to Trail Master Plan.
- Care mentioned that the Cotton Ramble Bike Ride was October 8, 2016. Jackie Cowan said there were 204 riders for this year's event.

- Care listed all of the completed and upcoming projects the Parks and Recreation Department were currently working on
- Care attached the monthly Clinton Building report for September.

ADJOURNMENT

Following a motion by Davis and a second by Straton, the meeting was unanimously adjourned.

Chairman

SIKESTON PARK BOARD MEETING**November 14, 2016****The Clinton Building****5:15 p.m.**

The Sikeston Park Board met at 5:15 p.m. Monday, November 14, 2016 at the Clinton Building. Members present were Ellen Brandom, Susanne Chitwood, Jackie Cowan, Jason Davis, Wade Hamra, Jeff Hay, and Jared Straton. Members absent were Marcie Lawson, and Brian Self.

Council Member present was Karen Evans

Staff member present was Dustin Care, Director of Parks and Recreation.

Guests present were Rod Anderson

No media representatives were present.

MINUTES

Jackie Cowan moved for the approval of the October 17, 2016 Park Board minutes. Susanne Chitwood Straton seconded.

Roll call:

Brandom	- Yes	Hamra	- Yes
Chitwood	- Yes	Hay	- Yes
Cowan	- Yes	Straton	- Yes
Davis	- Yes		

ELECTION OF OFFICIALS

- Jeff Hay was elected as Park Board Chairman. Susanne Chitwood was voted as Vice Chair

OLD BUSINESS

- None

NEW BUSINESS

- None

COMMUNICATIONS FROM THE CHAIRMAN AND PARK BOARD

- Jeff Hay mentioned the Youth Soccer Tournament is now formally the "Phil Black Memorial Tourney"

COMMUNICATIONS FROM STAFF

- Care provided an updated on the status of the FY-17 Capital Improvements
- Care attached the monthly Clinton Building report for October.

ADJOURNMENT

Following a motion by Jackie Cowan and a second by Susanne Chitwood, the meeting was unanimously adjourned.

Chairman

Planning and Zoning Minutes

October 11, 2016

Sikeston City Hall

4:00 p.m. - Meeting

Roll Call:

Members Present: Depro, Marshall, E. Miller, J. Miller, Ozment, Settles, Sutton, Teachout, Thornton, and Ziegenhorn

Absent Members: None

Other Staff Members Present: Jonathan Douglass- City Manager
Jay Lancaster – Director of Public Works
Angie Keller- Administrative Assistant
Collin Cecil- Sr. Building Official
Chuck Leible- City Counselor
Brian Dial, Street Superintendent

Guests: None

APPROVAL OF MINUTES:

Minutes of the August 9, 2016 meeting were presented for approval. A motion was made by Settles to approve the minutes with amendments. Ziegenhorn seconded the motion. Roll call vote was as follows:

Ayes: Depro, Marshall, E. Miller, J. Miller, Ozment, Settles, Sutton, Teachout, Thornton, and Ziegenhorn

Nays: None

Motion Passed 10 - 0

ITEMS OF BUSINESS:

A request from City Staff for approval to subdivide an approximate 1.68 acre tract of land, more or less and which is part of USPS#1032, T26N, R14E; and is bounded by Southland Avenue to the north, Business US 61 (South Kingshighway) to the west and south and US Highway 61 (South Main Street) to the east, and is further described by metes and bounds as described on the proposed plat in Sikeston, New Madrid County, Missouri.

After discussion, a motion was made by Depro to approve a request from City Staff to subdivide an approximate 1.68 acre tract of land, more or less and which is part of USPS#1032, T26N, R14E; and is bounded by Southland Avenue to the north, Business US 61 (South Kingshighway) to the west and south and US Highway 61 (South Main Street) to the east, and is further described by metes and bounds as described on the proposed plat in Sikeston, New Madrid County, Missouri. Sutton seconded the motion. Roll call vote was as follows:

Ayes: Depro, Marshall, E. Miller, J. Miller, Ozment, Settles, Sutton, Teachout, Thornton, and Ziegenhorn

Nays: None

Motion Passed: 10 - 0

Adjournment: There being no further business, a motion was made by Marshall to close the public hearing and adjourn. The motion was seconded by Thornton. The motion was carried by unanimous vote. The meeting adjourned.

Respectfully submitted by:

Attested by:

Angie Keller, Administrative Assistant

Gary Ozment, Chairman



TOURISM ADVISORY BOARD MINUTES

MEETING OF TUESDAY, JANUARY 31, 2017

The Sikeston Convention & Visitors Bureau Tourism Advisory Board meeting convened Tuesday, January 31, 2017 in the CD Matthews Room of Sikeston City Hall, 105 E. Center Street, Sikeston, Missouri. Those attending were: Chairman Ron Payne, Vice-Chairman Jon Gilmore, Ryan Merideth, John Leible, Susanne Chitwood and John Tarter; Ex-Officio Members Mike Marshall, Kathy Medley, Dustin Care; and CVB Director Linda Lowes.

MINUTES:

Ryan Gilmore made the motion and John Leible the second to approve the Board's minutes of November 19, 2016. The motion was approved.

FINANCIAL REPORT:

Lowes reported lodging tax receipts for the period July 1, 2016 through December 31, 2016 totaled \$57,523.31. This is a 9% increase over the prior year's receipts. Revenues exceeded expenditures by \$8,728.68. FY-17 lodging tax receipts are mirroring FY-15 and FY-16 revenue trends.

OPERATIONS REPORT:

Advertising placement for the Spring-Summer marketing program is on schedule. The 2017 Visitors Guide has been printed and distributed to MO Division of Tourism Visitors Centers throughout the State. The 2017 I-Brochure is on-line, and the Calendar of Events will be released in February.

Lowes provided a brief overview of print campaign. The Board reviewed www.VisitSikeston.Com activity and Search Engine Management (SEM) reports from Madden Media, as well e-newsletter campaign results and toll-free call totals. Attendance at the Visitors Center continues to grow with 2,486 visitors since July 2016.

Prototypes of wayfinding signage will be examined by staff in early February. The project is on schedule for installation in June 2017.

COMMUNITY PROMOTIONS COMMITTEE:

Work on the 2017 Calendar of events is now complete. Area organizations submitted 70 different events for the coming year's community calendar.

FY-18 MARKETING PROGRAM:

The Board was briefed on FY-17 MO Division of Tourism budget cuts, and those proposed FY-18. Some of the programs in which the City wished to participate will not be available. At this time the CVB expects to receive \$25,000 in Matching Marketing Fund monies.

Staff drafted an initial FY-18 marketing plan and operations budget using the Board's recommendations, and revenue projections provided by the Finance Office. This plan resulted in a significant revenue shortfall. An alternative plan was created focusing on targeted digital marketing with limited print advertising. This would be complimented by billboards on I-55, I-57 and US 60. Fulfillment piece quantities will be reduced substantially. The Board agreed with the concepts presented in the alternative plan. Staff will work with the MO Division of Tourism to draft a funding application for targeted digital marketing.

NEXT MEETING:

The next board meeting will be at 4:30 PM, Tuesday, March 23, 2017 in the C.D. Matthews Room of City Hall.

There being no further business, the meeting was adjourned.

Approved and accepted this date:

Ron Payne, Chairman

March 23, 2017

Council Letter

Date of Meeting: 17-02-06

Originating Department: Administrative Services

To the Mayor and City Council:

Subject: 2nd Reading & Consideration, Bill # 6047, Watami Parcel Development Agreement with
60 West TIF Redevelopment Project

Attachments:

1. Ordinance 6047
2. Parcel Development Agreement

Action Options:

1. Approve Bill #6047
2. Other Action Council may deem appropriate

Background:

Ordinance 6047 represents a request from Cotton Ridge Development (60 West TIF District) for approval of a Parcel Development Agreement between Cotton Ridge and Rosewood Vanguard Corporation d/b/a Watami Sushi and Hibachi Steakhouse II. The agreement assigns 50% of the TIF revenues generated from the property to the Sub-Developer up to a maximum of \$ 100,000 in TIF eligible reimbursements.

Staff request approval of Ordinance #6047.

AN ORDINANCE APPROVING A PARCEL DEVELOPMENT AGREEMENT IN CONNECTION WITH THE SKESTON 60 WEST TAX INCREMENT FINANCING REDEVELOPMENT PLAN.

WHEREAS, the City has approved “The Skeston 60 West Tax Increment Financing Redevelopment Plan” (as amended, the “Plan”) pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended; and

WHEREAS, the City, Skeston Development Co., LLC (“SDC”), and Cotton Ridge Development Co., LLC (“CRD”) are parties to a certain Amended and Restated Redevelopment Agreement dated as of May 6, 2016 with respect to the development of the RPA 1 Redevelopment Project described in the Plan (the “RPA 1 Redevelopment Agreement”); and

WHEREAS, the RPA 1 Redevelopment Agreement contemplates that, from time to time, the City, CRD and various sub-developers will enter into parcel development agreements, whereby sub-developers will complete portions of the “Supplemental Work” described in the RPA 1 Redevelopment Agreement in exchange for a portion of the tax increment financing assistance available thereunder; and

WHEREAS, the City, CRD and Rosewood Vanguard Corp. d/b/a Watami Sushi and Hibachi Steakhouse II (the “Sub-Developer”) desire to enter into a parcel development agreement in substantially the form of **Exhibit A** attached hereto (the “Parcel Development Agreement”), whereby the Sub-Developer will construct a restaurant as a part of the “Supplemental Work” and will receive tax increment financing assistance in connection therewith;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SKESTON, MISSOURI, AS FOLLOWS:

Section 1. The City Council finds and determines that it is necessary and desirable to enter into the Parcel Development Agreement. The Mayor is hereby authorized and directed to execute the Parcel Development Agreement on behalf of the City. The Parcel Development Agreement shall be in substantially the form attached as **Exhibit A**, which Parcel Development Agreement is hereby approved by the City Council, with such changes therein as shall be approved by the Mayor.

Section 2. The officers, agents and employees of the City are hereby authorized and directed to execute all documents and take such steps as they deem necessary and advisable in order to carry out and perform the purpose of this Ordinance.

Section 3. The sections of this Ordinance shall be severable. If any section of this Ordinance is found by a court of competent jurisdiction to be invalid, the remaining sections shall remain valid, unless the court finds that: (i) the valid sections are so essential to and inseparably connected with and dependent upon the void section that it cannot be presumed that the City Council has or would have enacted the valid sections without the void ones; and (ii) the valid sections, standing alone, are incomplete and are incapable of being executed in accordance with the legislative intent.

Section 4. Record of Passage:

A. Bill number 6047 was introduced to the City Council and read the first time on this 30th day of January, 2017.

B. Bill number 6047 was read for the second and final time and discussed on this 6th day of February, 2017, and final passage thereon was voted as follows:

Depro _____, Evans _____, Gilmore _____,
Merideth _____, Settles _____, White-Ross _____,

thereby being _____.

C. Upon passage by the City Council, this bill shall become Ordinance 6047 and shall be in full force and effect from 30 days after its passage.

Mayor Steven Burch

Approved as to form
Chuck Leible, City Attorney

SEAL/ATTEST

Carroll L. Couch, City Clerk

EXHIBIT A

PARCEL DEVELOPMENT AGREEMENT

[On file in the City Clerk's Office]

PARCEL DEVELOPMENT AGREEMENT
(Watami Sushi and Hibachi Steakhouse II)

This **PARCEL DEVELOPMENT AGREEMENT** ("Parcel Development Agreement") is entered into this ____ day of _____, 2017, by and among **COTTON RIDGE DEVELOPMENT CO., LLC ("CRD")**, **ROSEWOOD VANGUARD CORP.**, a Missouri corporation d/b/a Watami Sushi and Hibachi Steakhouse II (the "Sub-Developer"), and the **CITY OF SIKESTON, MISSOURI** (the "City"). *Capitalized terms used herein and not otherwise defined have the meanings set forth in the Amended and Restated Redevelopment Agreement dated as of _____, 2016 by and between the City and the Developer (the "Redevelopment Agreement").*

RECITALS

A. The property legally described in **Exhibit A** attached hereto (the "Property") is part of RPA 1 described in "The Sikeston 60 West Tax Increment Financing Redevelopment Plan" (as amended, the "Redevelopment Plan") and is subject to the Redevelopment Agreement.

B. In accordance with **Section 14** of the Redevelopment Agreement, the parties hereto desire to enter into this Parcel Development Agreement to assign certain rights and responsibilities of the Developer under the Redevelopment Agreement to the Sub-Developer.

NOW, THEREFORE, for and in consideration of the promises and the covenants entered herein, the parties agree as follows:

1. The Sub-Developer has purchased the Property from CRD.
2. The Sub-Developer intends to construct an approximately 8,000 square foot restaurant and an associated parking lot on the Property (the "Sub-Developer Project").
3. The parties agree that the Sub-Developer Project constitutes part of the Supplemental Work described in the Redevelopment Agreement.
4. The Sub-Developer will comply with all requirements of the Redevelopment Agreement relating to the construction of the Sub-Developer Project, including, without limitation, the submission of construction plans pursuant to **Section 3** of the Redevelopment Agreement.
5. CRD hereby assigns to Sub-Developer the following portion of its rights to receive TIF Revenues under **Section 5** of the Redevelopment Agreement:
 - TIF Revenues available pursuant to **Section 5(b)(iii)** of the Redevelopment Agreement in an amount equal to 50% of the TIF Revenues generated from the Property shall be paid to Sub-Developer, up to a maximum amount of \$100,000 (the "Sub-Developer TIF Assistance").
6. CRD hereby directs the City to pay, and the City hereby agrees to pay, the TIF Revenues constituting the Sub-Developer TIF Assistance (that would otherwise be paid to the Developer pursuant to **Section 5** of the Redevelopment Agreement) to the Sub-Developer, to the extent such TIF Revenues are available for such payments pursuant to the Redevelopment Agreement and CRD has submitted a Certificate of Reimbursable Project Costs in connection with the Sub-Developer Project identifying at least \$100,000 of Reimbursable CRD Costs.

7. Notwithstanding anything herein to the contrary, the City, its governing body, officials, agents, employees and independent contractors and CRD, its members, managers, agents, servants and employees (each a "Released and Indemnified Party" and collectively, the "Released and Indemnified Parties") shall not be liable to the Sub-Developer for damages of any kind or nature whatsoever if any ordinance adopted by the City or transaction completed by the City in connection with this Parcel Development Agreement or the Redevelopment Agreement is declared invalid or unconstitutional in whole or in part by the final (as to which all rights of appeal have expired or have been exhausted) judgment of any court of competent jurisdiction, and by reason thereof either the City is prevented from performing any of the covenants and agreements herein or in the Redevelopment Agreement or the Sub-Developer is prevented from enjoying the rights and privileges hereof.

8. The Sub-Developer releases from and covenants and agrees that the Released and Indemnified Parties shall not be liable for, and agrees to indemnify and hold harmless the Released and Indemnified Parties against, any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the construction of the Sub-Developer Project, except City-related Released and Indemnified Parties if caused by the willful misconduct or negligence of the City, its governing body, officials, agents, employees or independent contractors and CRD-related Released and Indemnified Parties if caused by the willful misconduct or negligence of CRD or its members, managers, agents, servants and employees.

9. The Sub-Developer agrees to indemnify, defend and hold harmless the Released and Indemnified Parties from and against any and all suits, claims and attorneys' fees resulting from, arising out of, or in any way connected with (i) the construction of the Sub-Developer Project, or (ii) the negligence or willful misconduct of the Sub-Developer, its managers, officials, agents, employees or independent contractors in connection with the management, development, redevelopment and construction of the Sub-Developer Project, except City-related Released and Indemnified Parties if caused by the willful misconduct or negligence of the City, its governing body, officials, agents, employees or independent contractors and CRD-related Released and Indemnified Parties if caused by the willful misconduct or negligence of CRD or its members, managers, agents, servants and employees.

10. The Sub-Developer agrees to indemnify, defend, and hold harmless the Released and Indemnified Parties from and against any and all claims, demands, costs, liabilities, damages or expenses, including reasonable attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses, arising from: (i) any now-existing or hereafter-arising violation, actual or alleged, or any other liability, under or in connection with, any environmental laws relating to any products or materials previously, now or hereafter located upon, delivered to or in transit to or from the Property in connection with the construction of the Sub-Developer Project, regardless of whether such violation or alleged violation or other liability is asserted or has occurred or arisen before the date hereof or hereafter is asserted or occurs or arises and regardless of whether such violation or alleged violation or other liability occurs or arises as the result of any act, omission, negligence or misconduct of the City, CRD or any third party or otherwise; or (ii) any breach, falsity or failure of any of the representations, warranties, covenants and agreements of the like.

11. The City and its governing body, officials, agents, employees and independent contractors shall not be liable for any damage or injury to the persons or property of the Sub-Developer or its officers, agents, independent contractors or employees or any other person who may be about the Property due to any act of negligence of any person, except to the extent caused by the willful misconduct or negligence of the City, its governing body, officials, agents, employees, or independent contractors. CRD and its members, managers, agents, servants and employees shall not be liable for any damage or injury to the persons or property of the Sub-Developer or its officers, agents, independent contractors or employees or any other person who may be about the Property due to any act of negligence of any person,

except to the extent caused by the willful misconduct or negligence of CRD or its members, managers, agents, servants and employees.

12. No member of the governing body, officials, agents, employees or independent contractors of the City shall be personally liable to the Sub-Developer in the event of a default or breach by any party under this Parcel Development Agreement or the Redevelopment Agreement.

13. All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of its governing body, officials, agents, employees or independent contractors in their individual capacities.

14. The Sub-Developer shall provide ten days' prior written notice to the Developer and City of any assignment of its interest in this Parcel Development Agreement. The Developer's interest in this Parcel Development Agreement shall be automatically assigned to all successors and, including, without limitation, acknowledges that it has been provided with and/or has reviewed true and accurate copies of the Redevelopment Plan, the Redevelopment Plan Ordinance, the Agreement and all other documents associated with the Redevelopment Plan that may be necessary for Sub-Developer to make an informed decision regarding purchase of the Property with respect to the matters set forth in those documents and this Parcel Development Agreement.

15. This Parcel Development Agreement shall be governed by the laws of the State of Missouri.

16. This Parcel Development Agreement shall be deemed terminated upon the termination of the Agreement.

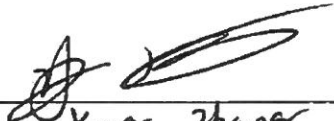
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IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

**COTTON RIDGE DEVELOPMENT CO.,
LLC**

By: _____
Name: _____
Title: _____

**ROSEWOOD VANGUARD CORP. d/b/a
WATAMI SUSHI AND HIBACHI
STEAKHOUSE II**

By:  _____
Name: Yong Zhang
Title: _____

CITY OF SIKESTON, MISSOURI

By: _____
Name: Steven H. Burch
Title: Mayor

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lot 1, Block 4, Cotton Ridge Development, 1st Addition to the City of Sikeston, New Madrid County, Missouri.

Council Letter

Date of Meeting: February 6, 2017

Originating Department: City Manager

To the Mayor and City Council:

Subject: Rail Trail Master Plan

Attachment(s):

1. None

Action Options:

1. Adopt Rail Trail Master Plan
2. Other Action Council May Deem Necessary

Background:

Several years ago the City acquired trail rights to the former Union Pacific Railroad corridor along Malone Ave. The city subsequently sold the rights to the portion of the trail in Miner to the City of Miner.

In June of 2016, the City engaged Gateway Design Studio/The i5 Group to prepare a master plan for future development of a recreational trail along the former railroad (commonly known as a “rail trail”). On October 3, 2016, the City hosted an open house at City Hall for the public to view and comment on some preliminary designs for the trail. Since that time, the consultant has been incorporating staff comments and input from the public into a final draft of the rail trail master plan.

At the February 6 Council meeting, the consultant will present the final draft of the rail trail master plan to the Council and the public. The City has posted the draft documents online at http://www.sikeston.org/Rail-to-Trail_complete.pdf (the documents are large and may take a few moments to load).

Some elements of the plan identify options (such as how to get the trail through or around the Main to Pine section) and optional features (such as park improvements near the Depot) that would require further public discussions when it is time to pursue development of those areas. The draft master plan has already been used to submit a successful grant application to MoDOT for development of Phase I of the trail.

Council Letter

Date of Meeting: 17-02-06

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: 2nd Reading and Approval, Bill #6046 Authorization for the Mayor to sign a contract with Missouri Highways and Transportation Commission

Attachment(s):

1. Bill #6046
2. Exhibit "A"

Action Options:

1. Conduct 2nd Reading and approve request
2. Other action Council may deem appropriate

Background:

The first reading was conducted by Council on January 30, 2017. This bill pertains to an agreement with MoDOT to seek funding for Phase One of the Sikeston Rail-to-Trail Project through the Federal Transportation Alternatives Program (TAP).

Unless there are further questions from the Council or the public, staff recommends that Council approve Bill #6046 allowing the Mayor to sign the contract with Missouri Highways and Transportation Commission.

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6046 AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT BETWEEN THE CITY OF SIKESTON, MISSOURI AND THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION PROVIDING FOR THE FUNDING AND CONSTRUCTION OF A MULTI-USE TRAIL ALONG THE FORMER UNION PACIFIC RAILROAD CO. RAIL CORRIDOR BEGINNING WEST OF THE INTERSECTION OF MALONE AVENUE (MO HIGHWAY 114) AND SCOTT STREET; TERMINATING WEST OF THE INTERSECTION OF MALONE AVENUE AT MAIN STREET IN THE CITY OF SIKESTON, SCOTT COUNTY, MISSOURI.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SIKESTON, MISSOURI, AS FOLLOWS:

SECTION I: This Ordinance shall not be codified in the City Municipal Code.

SECTION II: That the Agreements described on Exhibit "A" shall be conveyed to the Missouri Highways and Transportation Commission.

SECTION III: That the Mayor and the other officials as may be necessary are hereby authorized, empowered and directed to execute any documents necessary and proper to effectuate the same.

SECTION IV: General Repealer Section. Any ordinance or parts thereof inconsistent herewith are hereby repealed.

SECTION V: Severability. Should any part or parts of this ordinance be found or held to be invalid by any court of competent jurisdiction, the remaining part or parts shall be severable and shall continue in full force and effect.

SECTION VI: Record of Passage:

A. Bill Number 6046 was introduced to Council and read the first time this 30th day of January 2017.

B. Bill Number 6046 was read the second time this 6th day of February 2017 discussed and was voted as follows:

Depro_____, Evans_____, Settles_____,

Merideth_____, White-Ross_____, Gilmore_____,

and Burch_____

thereby being_____,

becoming Ordinance 6046.

C. Upon passage by a majority of the Council, this Bill shall become Ordinance 6046 and shall be in full force and effect from and after March 8, 2017.

Steven Burch, Mayor

Approved as to Form
Charles Leible, City Counselor

SEAL/ATTEST:

Carroll Couch, City Clerk

‘EXHIBIT A’

CCO Form: FS25

Approved: 04/95 (MGB)

Revised: 02/16 (MWH)

Modified:

CFDA Number: 20.205

CFDA Title: Highway Planning and Construction

Award name/number: TAP – TAP-5800(014)

Award Year: 2017

Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION ALTERNATIVES FUNDS
PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Sikeston (hereinafter, "City").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The United States Congress has authorized, in Fixing America's Surface Transportation Act (FAST); 23 U.S.C. §101, §106 and §213; SAFETEA-LU §1404 funds to be used for transportation alternatives activities. The purpose of this Agreement is to grant the use of such transportation alternatives funds to the City.

(2) LOCATION: The transportation alternatives funds which are the subject of this Agreement are for the project at the following location:

Along the former Union Pacific Railroad Co. rail corridor beginning west of the intersection of Malone Ave. (Mo Highway 114) and Scott Street; terminating west of the intersection of Malone Ave. and Main Street.

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is

within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City. The City may not be eligible for future Transportation Alternatives Funds if the City does not meet the reasonable progress policy.

(4) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(5) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(6) COMMISSION REPRESENTATIVE: The Commission's District Engineer is designated as the Commission's representative for the purpose of administering the

provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(7) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, *et seq.*), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, *et seq.*). In addition, if the City is providing services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (7) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(8) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

(9) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(10) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

(11) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the Federal Highway Administration (FHWA) and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

(12) FEDERAL-AID PROVISIONS: Because responsibility for the performance

of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(13) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for this project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

(14) MAINTENANCE OF DEVELOPMENT: The City shall maintain the herein contemplated improvements without any cost or expense to the Commission. All maintenance by the City shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalk or bike trails are constructed on the Commission's right-of-way pursuant to this Agreement, the City shall inspect and maintain the sidewalk or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalk or bike trails. If the City fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the City in writing of the City's failure to maintain the improvement. If the City continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the City. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

(15) PLANS: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

(16) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for

reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be 75 percent not to exceed \$283,561.00. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(17) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. The City shall repay any progress payments which involve ineligible costs.

(18) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(19) PERMITS: The City shall secure any necessary approvals or permits from any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the City must secure a permit from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation.

(20) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the Transportation Alternatives Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of

Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(21) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials or services in connection with this project. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 U.S.C. §323.

(22) DISADVANTAGED BUSINESS ENTERPRISES (DBE): The Commission will advise the City of any required goals for participation by disadvantaged business enterprises (DBEs) to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(23) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(24) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(25) FINAL AUDIT: The Commission may, in its sole discretion, perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(26) OMB AUDIT: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(27) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this ____ day of _____, 2017.

Executed by the Commission this ____ day of _____, 2017.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION CITY OF SIKESTON

	By
Title	Title

ATTEST: ATTEST:

	By
Secretary to the Commission	
Title	

Approved as to Form: Approved as to Form:

Commission Counsel
Title _____

Ordinance No

Exhibit A - Location of Project

Exhibit B – Project Schedule

Project Description: TAP-5800(014)

Construction of a multi-use trail along the former Union Pacific Railroad Co. rail corridor beginning west of the intersection of Malone Ave. (Mo Highway 114) and Scott Street; terminating west of the intersection of Malone Ave. and Main Street.

Task	Date
Date funding is made available or allocated to recipient	12/27/2016
Solicitation for Professional Engineering Services (advertised)	Optional
Engineering Services Contract Approved	6/27/2017
Conceptual Study (if applicable)	Optional
Preliminary and Right-of-Way Plans Submittal (if Applicable)	12/27/2017
Plans, Specifications & Estimate (PS&E) Submittal	6/27/2018
Plans, Specifications & Estimate (PS&E) Approval	8/27/2018
Advertisement for Letting	9/27/2018
Bid Opening	10/27/2018
Construction Contract Award or Planning Study completed (REQUIRED)	11/27/2018

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and a Supplemental Agreement is required to modify this date.

Exhibit C - Required Contract Provisions Federal-Aid Construction Contracts

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

- a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.
- b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

- a. The records kept by the contractor shall document the following:
 - (1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;
 - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
 - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards

of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect

to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

- a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

Council Letter

Date of Meeting: 17-02-06

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: Authorization to Proceed with CY2017 Street & Drainage Improvement Program

Attachments:

1. 2017 Street & Drainage Improvement Plan
2. 2016 Street & Drainage Improvement Plan

Action Options:

1. Authorize Staff to Proceed with Street & Drainage Program for CY2017 including development of plans and specifications, and bidding of projects.
2. Authorize Staff to Proceed with Assignment of Projects to Civil Engineering Consultants.
3. Other action Council may deem appropriate

Background:

The Public Works Department is ready to proceed with the street and drainage projects for calendar year 2017.

To give a proper perspective, we have included three attachments for your review. These include:

- A listing of projects completed in 2016
- A listing of projects proposed for 2017

With these two attachments you can see the big picture of what we have been doing, what we wish to do now, and what we plan to do in the years to come. This plan is an evolving document, that we monitor closely on a regular basis, making revisions to it on a regular basis to incorporate the constantly changing needs of our community.

If you look at the first attachment which lists projects completed in 2016, you will see that we have been busy conducting street and ditch projects in a variety of locations of our community, with each ward being represented to some degree. We would like to note that project needs will vary from year to year, and some wards may receive more attention than others. Over time, this distribution balances out. A ward that may be heavily represented in one year may have a much smaller fraction of the work in a following year.

As we turn our attention to the second attachment, you will see a listing of the high priority needs for 2017. With a target budget of \$800,000 (\$600,000 Streets, \$150,000 Capital Improvements & \$50,000 Ditch Maintenance), the top table lists the base projects we plan to focus on in 2017 with our primary budget. This list includes stormwater improvements, ADA improvements, and asphalt and concrete street improvements. You can also note that all 4 wards are represented.

In addition to the “Base Projects”, we have also included the lower table that lists “Future Projects for Additional Funds or CY 2018”. In the spirit of overplanning, we have included addition projects in prioritized order that we will have on-deck should additional funds become available. These funds could include new tax money, grant funds, or savings from other projects. For example, from the note at the bottom of the page, you will see that our asphalt estimates have been generated by using a unit cost of \$72 per ton for asphalt and \$5 per square yard for milling. We selected these prices, because we felt they were conservative, while not being excessive. Last year, our low bids came in at \$69.95 per ton for asphalt and \$3.15 per square yard for milling. If this situation presented itself again this summer, we could possibly add additional projects to our program.

An overall list of these projects (without priorities) was presented to the Planning and Zoning Commission on Tuesday, 1/10/17, and the Commission voted unanimously to recommend the plan to Council without any modifications.

We have also proposed consultants for these projects in the column to the far right. The City Council has given direction in the past to distribute the projects fairly between the two civil engineering consulting firms in Sikeston. Prior to Monday’s Council meeting, we discussed this previous direction with members of the Professional Services Committee, who confirmed for us to follow this previous direction. Therefore, we have selected the three larger projects listed for Davis and Ruth for Waters Engineering with an estimated cost that is roughly half of this year’s budget. The remaining smaller projects we are proposing for Lambert Engineering and Surveying.

To summarize, we are requesting that the Council authorize the Public Works department to proceed with the development of plans and specifications and the bidding of the street and drainage projects that are proposed for calendar year 2017. (Public Works will approach the Council for the award of the projects after bidding is completed at a later date) Furthermore, we request council authorize the assignment of civil engineering consultants for these project as proposed. This would include the approval of the standard engineering services contracts at a rate of 11% (5½% design / 5½% construction inspection. If the rates differ from the previously agreed upon amount of 11%, we will reapproach the council with an amended request.

2017 - Street & Drainage Improvement Plan - City of Sikeston

	Location	Ward	Estimate for Construction Only	Construction + 11% Engineering	Proposed Consultant		
<u>Projects:</u>							
Davis Boulevard - Mill and Resurface	Wakefield to North St	1	\$222,193	\$246,634	Waters	\$413,795	
Ruth Street - Mill and Resurface	RR to New Madrid	4	\$105,595	\$117,210	Waters		
Ruth Street - Reconstruct Concrete Intersection	Intersection of Ruth and Scott	4	\$45,000	\$49,950	Waters		
Ables Road - Preventative Maintenance - Seal Coat	N. Ingram to Ashley	2/3	\$112,996	\$125,426	Lambert	\$422,512	
Mitchell St. - Mill and Resurface	Malone to Garwood	2	\$29,124	\$32,328	Lambert		
Reconstruct Driveway/Culverts - Ditch Along Salcedo Road	4-6 Downstream Locations	1	\$60,000	\$66,600	Lambert		
Spot Repair to Murray Lane	Hill Section Near Dempster St.	4	\$20,000	\$22,200	Lambert		
Airport Boulevard - Mill and Resurface	Linn to Airport Entrance	2	\$48,021	\$53,303	Lambert		
Replace Stormwater Pipes & Grates - Midblock	Foust to Wakefield	1	\$65,500	\$72,705	Lambert		
Regrade Ditch Along Kingshighway (West Side)	Murray To Village Green Property Area	4	\$5,000	\$5,550	Lambert		
ADA/Sidewalk Improvements	Downtown PH 2 / Kings to Tanner	1	\$40,000	\$44,400	Lambert		
			Subtotal:	\$836,306			
<u>Future Projects for Additional Funds or CY 2018:</u>							
S. Kingshighway - Address Surface - Diamond Grind & Resurface	Greer to Murray Lane	1/3/4	\$233,038	\$258,672			
Maple Street - Reconstruct Concrete Intersection	Intersection of Maple and Matthews	2	\$45,000	\$49,950			
Maple Street - Reconstruct Concrete Intersection	Intersection of Maple and Kathleen	2	\$45,000	\$49,950			
Reconstruct Driveway/Culverts - Ditch Along Salcedo Road	6 Additional Locations	1	\$90,000	\$99,900			
E. Gladys - Reconstruct Base and Repave	Dona to St. Johns Ditch	2	\$105,595	\$117,210			
North West Street - Mill and Resurface	Malone to North	4	\$49,094	\$54,494			
Campanella - Mill and Resurface	Clinton Bldg to Linn	2	\$61,300	\$68,043			
Scott Street - Reconstruct Concrete Intersection	Intersection of Scott and Gladys	4	\$45,000	\$49,950			
Baker Lane - Address Surface - Diamond Grind & Resurface	Allen to Kingshighway	1	\$59,222	\$65,736			
Daniel Street - Mill and Resurface	Scott to School St	4	\$38,219	\$42,423			
College Street - Diamond Grind and Resurface	Taylor to Malone	1	\$22,170	\$24,609			
Goodhope Street - Diamond Grind and Resurface	College to Wallace	1	\$22,548	\$25,028			
			Total of Additional Costs:	\$905,966			
Based on:			Street & Drainage Budget	\$600,000			
			Capital Improvement Funds	\$150,000			
			Ditch Maintenance Budget	\$50,000			
			TOTAL	\$800,000			

NOTES: Mill/Resurface Estimates Based on \$72/Ton Asphalt & \$5/SY Milling

Street & Drainage Improvement Plan - City of Sikeston

Previous Projects for CY 2016

	Location	Ward	Construction Only	Construction + 11% Engineering	Proposed Consultant
<u>Base Projects:</u>					
Stormwater Improvements	Intersection of Maple & Greer	2	\$82,000	\$91,020	Lambert
Stormwater Improvements / Ditch Cleanout	Davis Blvd	1	\$40,000	\$44,400	Lambert
ADA Improvements	Downtown Sikeston	1	\$50,000	\$55,500	Lambert
Mill and Resurface Allen Boulevard/ New Concrete Intersection	Baker Lane to Salcedo Road	1	\$296,048	\$328,613	Waters
Mill and Resurface Virginia Street	Warner to Maple	3	\$75,328	\$83,614	Lambert
Mill and Resurface Compress Road	Petty to Sunset	4	\$61,453	\$68,213	Lambert

Council Letter

Date of Meeting: 17-02-06

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: Briefing/ Discussion of Park Purchases

Attachments:

1. Breakdown of DPW Purchases

Action Options:

1. Discussion only
2. Other action Council may deem appropriate

Background:

In an effort to continue to make progress, we are excited to be making some budgeted purchases. However, in order to accomplish some of these, we are getting a little creative in an effort to save money, and working some purchases across division lines within the Department of Public Works.

What we will be discussing in the upcoming agenda items include:

- Bleachers
- Park Mowers
- A Park Utility Vehicle for field grooming
- Tractors used for mowing of LCRA lots

In regards to bleachers, we budgeted \$20,000 for 6 sets of new bleachers (4 normal sets & 2 large deluxe sets). We were surprised and pleased to get a low bid for \$12,679, creating a savings of \$7,321. We wish to utilize this savings for an unbudgeted purchase that has become a high priority for the parks department.

In regards to the park mowers, one of the main priorities of parks every summer is mowing. With the amount of mowing we have to do, and the quality we wish to keep, we can go through mowers fairly quickly. It is our intent to replace our mowers every two years so that we can work as efficiently as possible.

This year we bid out two mowers, and the low bid was \$17,125 per mower. In addition, we asked for an optional trade-in value of which the low bidder gave the amount of \$8,500 per mower, leaving a balance of \$8,625 due if the trade in was utilized. For this purchase, we budgeted \$20,000 in capital improvements. To proceed with this purchase utilizing the trade in value, totals a net purchase of \$17,250, resulting in additional savings of \$2,750.

To complete the purchase of the mowers, we must further address the older mowers to be traded in. Currently, street department staff along with the help of two seasonal workers carry the burden of mowing the 350 LCRA lots. In the first two years we have done this, we have utilized small John Deere tractors with bushhog attachments. We have not been satisfied with the quality of mowing that this accomplishes. With these lots in residential neighborhoods, these lots need a more finished appearance, and not have the ruts often imposed by these tractors. For this reason, we wish to keep the two trade-in mowers to be used for seasonal mowing of LCRA lots. To accomplish this, we will cover the cost of the trade in value in a capital improvement line item specific to seasonal mowing. To generate revenue to offset this transfer of funds, we will be asking that one of the small tractors be surplused tonight so that it can be auctioned. But rather than surplus the second tractor, it has been transferred to airport division to be used with the movement of planes. A fair market value for this tractor will be transferred from airport division to properly account for the expenses in each individual division.

The result will be two new mowers in parks, two older mowers for LCRA mowing, one small tractor at the airport, and one small tractor auctioned. While this is a lot going on, we are able to acquire the additional equipment we needed at trade-in value pricing, which is a savings to the taxpayer.

With this savings of \$2,750 from the mowers, and \$7,321 from the bleachers combined with some additional savings in our Grounds Maintenance budget line item, we hope to utilize this amount to purchase an unbudgeted item, a utility vehicle or UTV. With the city making the decision to take over maintenance of the baseball and softball fields, we have already purchased a groomer which must be pulled by a UTV. A UTV was purchased by street department for street department uses, but we were hopeful to utilize it some for field grooming. What we did not properly account for at the time was (1) the UTV is very often needed by both divisions at the same time; and (2) the UTV needs of the groomer greatly exceeded our original expectations. Even when we have had a moment to utilize the street department's UTV, it did not have the horsepower to properly operate the groomer, and instead overheated during use. For this reason, we intend to utilize these combined savings to purchase a UTV specifically for parks that has the proper specifications. Dustin will be presenting on this later tonight.

Breakdown of DPW Purchases - February 2017

Park Mowers

	Original Budget	Low	Funds	Sale of		Cumulative
Item	CIP - Parks	Bid	Transfer	Property	Balance (DPW)	Balance
Bleachers (6 sets)	\$20,000	\$12,679			\$7,321	\$7,321
Park Mowers (2)	\$20,000	\$34,250			-\$14,250	-\$6,929
UTV (Parks)	\$0	\$11,700			-\$11,700	-\$18,629
Trade In Value (CIP - Seasonal Mowing)			\$17,000		\$17,000	-\$1,629
Savings from Grounds Maintenance			\$1,629		\$1,629	\$0

Seasonal Mowing

	Original Budget	Low	Funds	Sale of		Cumulative
Item		Bid	Transfer	Property	Balance (DPW)	Balance
Acquisition of Mowers (Trade In Value)			-\$17,000		-\$17,000	-\$17,000
Estimated Value of Surplus Tractor				\$10,000	\$10,000	-\$7,000
Transfer from Seasonal Mowing (Minor Equipment)			\$2,500		\$2,500	-\$4,500
Transfer from Airport Division			\$4,500		\$4,500	\$0

Council Letter

Date of Meeting 17-02-06

Originating Department: Public Works

To the Mayor and City Council:

Subject: Bid Award #17-09 Bleachers

Attachments:

1. Bid tabulation sheet

Action Options:

1. Award bid to BSN Sports for \$12,679.88 for two Aluminum Preferred Seating Bleachers and four Aluminum Low Rise Bleachers.
2. Other action the City Council deems appropriate.

Background:

Staff opened bids for new bleachers at the Recreation Complex for the baseball and softball fields on Wednesday, January 11, 2017. BSN Sports from Dallas, Texas was the only bidder. The bid tabulation sheet is attached. The bid from BSN Sports is for \$12,679.88 for two Aluminum Preferred Seating Bleachers and four Aluminum Low Rise Bleachers. The bleachers come with a limited 5-year warranty. The budget for new bleachers was \$20,000.

Staff recommends awarding the bid to BSN Sports for \$12,679.88 for new bleachers.

CITY OF SIKESTON BID TABULATION SHEET
Bid # 17-9

VENDOR	COST
BSN SPORTS	Base Bid: \$12,679.88 Add Alt: \$ 1,444.98 Total Bid: \$14,124.86

CHAIRMAN:

Dustin Care

RECORDER:

Angie Keller

VERIFIER:

Chris Hart

Council Letter

Date of Meeting 17-02-06

Originating Department: Public Works

To the Mayor and City Council:

Subject: Bid Award #17-10 Front-mounted Mowers

Attachments:

1. Bid tabulation sheet

Action Options:

1. Award bid to Greenway Equipment for \$34,250 for two John Deere 1550 mowers.
2. Other action the City Council deems appropriate.

Background:

The Park Division budgeted \$20,000 for the replacement of two front-mounted mowers this year in keeping with our two-year replacement program for these mowers. We were offering two 2014 John Deere 1435 Series II front-mounted mower with 876 hours and 1059 hours (respectively) as a trade-in. The trade in value for each of these mowers was \$8500.00.

Staff opened bids for two 2017 front-mounted commercial mower on Wednesday, January 25, 2017. Bids were received four different companies. The bid tabulation sheet is attached. The low bid from Greenway Equipment is for \$34,250.00 for two John Deere 1550 mowers. The mowers come with a 3-year warranty.

The Park Division has had good experience with the John Deere front-mounted mowers and staff is recommending a bid award to Greenway Equipment for the full amount of \$34,250.00. Rather than trade in the 2014 mowers, these mowers will be retained to be used with mowing the LCRA lots. To compensate Parks, the trade in value of \$17,000.00 for the two used mowers will be transferred from a Capital Improvement line item for seasonal mowing. Therefore, this item will be funded as a combination of funds from Parks and seasonal mowing.

CITY OF SIKESTON BID TABULATION SHEET

Bid #17-10, Mowers

January 25, 2017

VENDOR	COST
MEDLIN EQUIPMENT	Base: \$18,500.00 Trade-in: \$7,500.00 Net: \$11,000.00 Alternate: Same Price
WM NOBBE & COMPANY	Base: \$16,745.00 Trade-in: \$3,500.00 Net: 13,245.00 Alternate Base: \$16,745.00 Trade-in: \$4,000.00 Net: \$12,745.00
GREENWAY EQUIPMENT	Base: \$17,125.00 Trade-in: \$8,500.00 Net: \$8,625.00 Alternate: Same Price
TURFWERKS	Base: \$18,042.00 Trade-in: \$7,500.00 Net: \$10,542.00 Alternate: Same Price

CHAIRMAN: Dustin Care **RECORDER**: Angie Keller **VERIFIER**: Chris Hart

Council Letter

Date of Meeting 16-02-06

Originating Department: Public Works

To the Mayor and City Council:

Subject: Bid Award #17-12 UTV

Attachments:

1. Bid tabulation sheet

Action Options:

1. Award bid to Medlin Equipment Company for \$11,700 for a Kubota RTV900XT.
2. Other action the City Council deems appropriate.

Background:

Staff opened bids for a 2017 diesel powered 4 wheel drive UTV with a cargo box on Wednesday, January 20, 2016. Bids were received from eight companies. The bid tabulation sheet is attached. The low bid from Medlin Equipment Co. is for \$11,700. The UTV comes with a 1-year warranty.

The Parks Department is in need of a UTV for grooming the Complex infields for the Sikeston Youth Baseball League and for regular maintenance of the infields outside of the season. The UTV is an unbudgeted item, but with \$7,320.12 left from the bleachers line item, \$2,835 left from the mowers line item, and using \$1544.88 from ground maintenance, the Parks Department would be able to cover the costs.

Staff is recommending a bid award to Medlin Equipment Company for \$11,700.

CITY OF SIKESTON BID TABULATION SHEET

Bid #17-12, UTV

January 25, 2017

VENDOR	COST
MEDLIN EQUIPMENT	\$11,700.00
AUGUSTA KAWASAKI SUZUKI J&L INC	\$13,080.00
FORKLIFTS OF CAPE	\$12,631.00
TAPP'S OUTDOOR EQUIPMENT	\$15,905.08
GREENWAY EQUIPMENT	\$13,000.00
TURFWERKS	\$12,869.00
POLARIS	\$15,011.93
WM NOBBE & COMPANY	\$12,990.00

CHAIRMAN: Dustin Care **RECORDER**: Angie Keller **VERIFIER**: Chris Hart

Council Letter

Date of Meeting: 17-02-06

Originating Department: Public Works Department

To the Mayor and City Council:

Subject: Resolution 17-02-01 – Declaration of Surplus Vehicle

Attachments:

1. Resolution 17-02-01

Action Options:

1. Approve
2. Other action Council may deem appropriate

Background:

The Public Works Department is requesting that Council surplus a John Deere 4105 Tractor that was previously used to mow LCRA lots.

Vehicles:

1. 2009 John Deere 4105, VIN#LV4105H111132

RESOLUTION 17-02-01

A RESOLUTION OF THE CITY OF SIKESTON, MISSOURI DECLARING CERTAIN EQUIPMENT, VEHICLES AND ITEMS IN THE CITY'S INVENTORY TO BE SURPLUS PROPERTY AND AUTHORIZING ITS DISPOSAL.

WHEREAS, Certain equipment, vehicles and items in the City's inventory, due to its age or state of disrepair can no longer adequately perform the day-to-day operations of the City; and

WHEREAS, the City of Sikeston seeks to remove such items from its inventories to maximize operations, and while providing a safe and efficient environment for its employees.

NOW THEREFORE, BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SIKESTON, MISSOURI AS FOLLOWS:

All of the items enumerated below are hereby declared surplus and the City Manager is directed to proceed with the removal of these items from City inventories by sale at public auction, sale by sealed bid, or when the item is no longer usable, by disposal.

Vehicles:

1. 2009 John Deere 4105, VIN# LV4105H111132

Read this 6th day of February, 2017, discussed and voted as follows:

Depro _____, Evans _____, Gilmore _____, White-Ross _____,
Meredith _____, Settles _____, and Burch _____,
thereby being _____.

Steven Burch, Mayor

Approved as to Form:
Charles Leible, City Counselor

ATTEST:

Carroll Couch, City Clerk

Council Letter

Date of Meeting: 17-02-06

Originating Department: Department of Public Safety

To the Mayor and City Council:

Subject:

Authorization to proceed with purchase of city-wide Warning System (Tornado Sirens)

Attachments:

1. Quote from Outdoor Warning Consulting LLC

Action Options:

1. Authorization to purchase one replacement City-Wide Warning System Sirens
2. Other action as recommended by the City Council

Background:

Our current city wide weather warning system is provided by Outdoor Warning Consulting LLC.

We have replaced 6 of our outdated sirens since 2010, approved by Council. We are asking to add the 7th and final weather warning siren to Industrial Park on ZZ. Council has approved the 2017 budget which included the money to add this siren.



Outdoor Warning Consulting LLC.

Sales

Installation

Service

"Serving Missouri Communities for over 25 years"

DATE: June 07, 2016

TO: City of Sikeston
105 East Center Street
Sikeston, MO. 63801

SUBJECT: Whelen Warning Systems Proposal

Outdoor Warning Consulting would like to submit the following proposal on one (1) 128 dB siren units with a radius of coverage of 5800 feet. The siren system includes the following:

- 1 Whelen WPS2909 128dbc, 5800 foot radius area of coverage at 70dBc.
The Whelen siren system includes;
 - A) Battery Power, operates on four (4) batteries, which will give you up to 30 minutes continuous power despite AC power failure, the unit only draws 7 amps of service
 - B) Maintenance free aluminum control cabinet and composite speaker assembly
 - C) Temperature Compensated Battery Charger,
 - D) Local Diagnostic controls and timer,
 - E) No Moving Parts
 - F) Whelen Basic Warranty is 2 years with an extended warranty of 5 years @ a flat rate per module charge plus shipping,
 - G) Whelen Systems Diagnostic Silent Test
 - H) Whelen C2030NV DTMF Narrow Band Two Way Radio (VHF)
 - I) Whelen SBC280 Solar Power
 - J) Whelen WPSINTRU Intrusion Alarm
 - K) Whelen MSGPROG "Westminster Chimes"
 - L) Whelen MSGPROGL Library Messages (6)
 - M) Whelen WPSBATT Two pair of batteries
 - N) Shipping

TOTAL

\$26,724.00

Shipping is 12 to 14 weeks ARO from Chester, Conn.

Net 20 Days from shipment of order from Chester, Conn.

Council Letter

Date of Meeting: 17-02-06

Originating Department: Public Safety

To the Mayor and City Council:

Subject: First Reading of Bill 6041, Amending City Code 210.840

Attachment(s):

1. Bill 6041

Action Options:

1. Conduct first reading of Bill 6041
2. Other action Council may deem appropriate.

Background:

Upon the General Assembly's override of former Governor Nixon's veto, residents are no longer required to obtain a permit prior to carrying a firearm. Bill 6041 will bring the City's ordinances into compliance with State Statute. Final action on this bill is planned for Council's February 27 meeting

BILL Number 6041

ORDINANCE Number 6041

THIS BILL AS APPROVED SHALL BECOME ORDINANCE NUMBER 6041 AMENDING CITY CODE TITLE II, ARTICLE VI, SECTION 210.840(A), WEAPONS – CARRYING CONCEALED – OTHER UNLAWFUL USE, TO COMPLY WITH STATE STATUTE.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SIKESTON, MISSOURI AS FOLLOWS:

SECTION I: Upon the Missouri General Assembly's override of Senate Bill 656 the constitutional right to carry a concealed weapon was created. City Code is hereby amended to comply with State statute.

SECTION II: Sikeston Municipal Code, Title II, Article VI, Section 210.840(A) is amended to read, as follows:

"Section 210.840 Weapons — Carrying Concealed — Other Unlawful Use.

- A. A person commits the offense of unlawful use of weapons if he/she knowingly:
1. Carries concealed upon or about his/her person a knife, a firearm, a blackjack or any other weapon readily capable of lethal use into any area where firearms or other weapons are restricted; or
 2. Discharges or shoots a firearm within the City limits.

SECTION III: General Repealer Section: Any ordinance or parts thereof inconsistent herewith are hereby repealed.

SECTION IV: Severability: Should any part or parts of this ordinance be found or held to be invalid by any court of competent jurisdiction, then the remaining part or parts shall be severable and shall continue in full force and effect.

SECTION V: Record of Passage:

- A. Bill Number 6041 was introduced and read the first time this 6th day of February, 2017.
- B. Bill Number 6041 was read the second time and discussed this 27th day of February 2017, and voted as follows:

White-Ross, _____, Evans, _____, Depro, _____,
Meredith, _____, Settles, _____, Gilmore, _____,
Burch, _____, thereby being
_____,
becoming ordinance 6041.

- C. Ordinance 6041 shall be in full force and effect from and after March 30, 2017.

Steven Burch, Mayor

Approved as to form
Charles Leible, City Counselor

Seal / Attest:

Carroll Couch, City Clerk

Council Letter

Date of Meeting: February 6, 2017

Originating Department: City Manager

To the Mayor and City Council:

Subject: Legislative Priority Statement

Attachment(s):

1. Draft Legislative Priority Statement

Action Options:

1. Adopt 2017 Legislative Priority Statement
2. Other Action Council May Deem Necessary

Background:

As the 2017 Session of the Missouri General Assembly approaches, city staff, the Missouri Municipal League, the Missouri Police Chiefs Association, and other groups will be tracking bills of potential interest to the City of Sikeston. From time to time our legislators or professional groups will seek input regarding proposed legislation. By adopting a Legislative Priority Statement containing the city's position on some of the major issues likely to be tackled by the General Assembly, the City Council will enable staff to communicate the city's position on those issues in a timely manner as opportunities arise. Staff is also planning to attend the Missouri Municipal League's legislative conference in Jefferson City, where there will be opportunities to meet individually with our representatives and discuss the city's legislative priorities.

Staff requests Council review of the positions outlined in the attached Legislative Priority Statement, and input regarding any desired amendments or additions.



105 E. Center Street
Sikeston, MO 63801
573-471-2512
www.Sikeston.org

City of Sikeston Legislative Priorities - 2017

Thank you for your service representing Sikeston residents in the Missouri General Assembly. We have prepared a list of legislative issues impacting the City of Sikeston that are likely to be addressed during the upcoming session. We appreciate the opportunity to offer our perspective on these issues.

Internet sales tax

Small businesses are the lifeblood of local communities. The City of Sikeston strongly supports action to collect mandatory sales taxes on all goods, purchased locally or through the Internet, regardless of whether the seller has a physical presence in the State. Exempting internet sales from state and/or local sales tax harms small local businesses by providing an advantage to out of state business interests.

I-57 Extension

U.S. Senator John Boozman of Arkansas has proposed the extension of I-57 from Sikeston to Poplar Bluff to Little Rock. The City of Sikeston strongly supports this proposal, which would provide tremendous economic benefits to Southeast Missouri and the entire State by allowing easier connections to major markets, particularly in Arkansas and Texas.

Right to Work

7 of the 8 states surrounding Missouri are Right to Work states. Missouri, and especially communities near the border of Right to Work states, are at a competitive disadvantage in retaining and attracting businesses. The City of Sikeston strongly supports passage of Right to Work legislation.

Local Control and Self Governance

Local officials are best equipped to deal with local issues. Just as we don't want federal officials dictating to the State how to run our affairs in Missouri, local elected officials should be afforded the same freedom to manage local affairs and be accountable to local voters.

Special Interest Exemptions from Local Sales Taxes

Local government services live or die by sales tax revenues. Over half of the City of Sikeston's revenues are from sales taxes. Any new exemptions from local sales taxes will negatively impact our ability to serve our citizens. As 87% of the city's employees are in Public Safety or Public Works, any cuts to our sales tax revenues are going to impact fundamental services that our citizens value. The City of Sikeston opposes such sales tax exemptions. Examples of objectionable sales tax exemptions proposed in recent legislative sessions, include, but are not limited to: titling on motor vehicle older than 10 years, fitness facilities such as gyms and dance studios, and utilities used in the production of food.

Municipal Court Reform

The City of Sikeston supports local control of municipal court operations. Municipal courts are regularly audited by the State Auditor's Office for compliance with financial and other laws. Sikeston's Municipal Court recently received a clean audit report, and the city opposes unnecessary State intervention in a system that is working well.

Prevailing wage

The prevailing wage law dramatically inflates the cost of government projects. The City of Sikeston supports legislation to clarify the existing prevailing wage law to define exemptions for repair and maintenance of public facilities and to otherwise reduce the burden placed on local taxpayers by current prevailing wage laws.

Prescription Drug Monitoring Program

The City of Sikeston supports a prescription drug monitoring program. Missouri is the only state without such a program. The program is used to reduce the amount of medications sold on the street and to reduce the risk of doctor-shopping and prescription drug abuse. From a local law enforcement perspective, prescription drug abuse is a difficult problem to address because the drugs are often easier to access, especially for minors, and drug dogs can't easily detect them.

Taxation of cell phones, VoIP and Other Communications Systems to Support 911 Services

The City of Sikeston supports legislation to impose local gross receipts taxes on cellular, land-line and VoIP telecommunications providers and other types of personal communications technology for support of local 911 services. The emergency surcharge on landlines is already insufficient to fund 911 services, and as the use of landlines decreases and wireless devices become more prevalent, the funding gap continues to increase, threatening the availability and reliability of 911 systems.

Unfunded mandates

The City of Sikeston opposes unfunded mandates which take limited local tax dollars to support priorities of State and Federal Legislatures. The City of Sikeston urges members of the General Assembly to work with local officials to determine how to limit the financial and other burdens of mandates on the operation of municipal government. The cumulative effect of new limitations to local taxing authority, plus new unfunded mandates, is particularly troubling.

Public Safety and Law Enforcement

The City of Sikeston is particularly opposed to unfunded mandates regarding the performance of law enforcement and public safety functions.

Socialization of Business Costs

Recent legislative sessions have seen private industries attempt to "socialize" their normal costs of doing business by shifting costs to the taxpayers. A notable example is some in the telecommunications industry attempting to transfer the costs of moving utilities in the right-of-way to the tax paying citizens.

Regulation of Municipal Rights-of-Way

The City of Sikeston supports the ability of local governments to impose reasonable regulations and nondiscriminatory fees for the use of the public rights-of-way. It is important that cities are able to protect public investments in streets and other infrastructure. The city opposes efforts to transfer the costs of moving utilities in the right-of-way from utility companies to the tax paying citizens. The city



105 E. Center Street
Sikeston, MO 63801
573-471-2512
www.Sikeston.org

also opposes efforts to shift the obligation to perform maintenance of the rights-of-way and easements (such as mowing) from the abutting property owners to the taxpayers at large.

Support for Missouri Works Program

The City of Sikeston supports “Missouri Works,” a program that combines the Development Tax Credit Program, the Rebuilding Communities Tax Credit Program, the Enhanced Enterprise Zone Tax Credit Program, and the Missouri Quality Jobs Program, and rolls their functions into one stream-lined program to promote business retention, expansion and attraction in Missouri for job creation and capital investment. The state should consider establishing additional programs for the retention and expansion of existing businesses at a community level.

Transportation Funding

The City of Sikeston supports increased transportation funding at the State and local levels. We urge the General Assembly and MoDOT to devise a comprehensive plan to increase the resources needed to meet Missouri’s transportation needs, including maintenance and system enhancement.

Please contact City Manager Jonathan “J.D.” Douglass with any questions, at jdouglass@sikeston.org, or (573) 475-3708.

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity

I. COURT INFORMATION		Contact information same as last report <input type="checkbox"/>	
Municipality: SIKESTON		Reporting Period: December, 2016	
Mailing Address: 105 E. CENTER ST.		Software Vendor: Tyler Technologies	
Physical Address: 105 E. CENTER ST.		County SCOTT COUNTY	Circuit: 33RD
Telephone Number: (573) 475-3705		Fax Number: (573) 471-1526	
Prepared By: PAT COX	E-mail Address courtclerk@sikeston.org		iNotes <input type="checkbox"/>
Municipal Judge(s): FRANKLIN MARSHALL		Prosecuting Attorney: RYAN KYE LAWRENCE	

II. MONTHLY CASELOAD INFORMATION	Alcohol & Drug related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (<i>citations / informations</i>) pending at start of month	117	1,668	3,080
B. Cases (<i>citations / informations</i>) filed	4	86	33
C. Cases (<i>citations / informations</i>) disposed			
1. jury trial (<i>Springfield, Jefferson County, and St. Louis County only</i>)	0	0	0
2. court / bench trial - GUILTY	1	2	0
3. court / bench trial - NOT GUILTY	0	0	0
4. plea of GUILTY in court	0	4	2
5. Violations Bureau Citations (<i>i.e., written plea of guilty</i>) and bond forfeitures by court order (<i>as payment of fines / costs</i>)	0	88	26
6. dismissed by court	0	7	5
7. <i>nolle prosequi</i>	1	1	1
8. certified for jury trial(<i>not heard in the Municipal Division</i>)	0	0	0
9. TOTAL CASE DISPOSITIONS	2	102	34
D. Cases (<i>citations / informations</i>) pending at end of month [pending caseload = (A + B) - C9]	119	1,652	3,079
E. Trial de Novo and / or appeal applications filed	0	0	0

III. WARRANT INFORMATION (<i>pre- & post-disposition</i>)	IV. PARKING TICKETS
1. # Issued during reporting period	0
2. # Served/withdrawn during reporting period	<input type="checkbox"/> Court staff does not process parking tickets
3. # Outstanding at end of reporting period	

Office of State Courts Administrator, Statistics, 2112 Industrial Drive, P.O. Box 104480, Jefferson City, MO 65110

OSCA Help Desk: 1-888-541-4894

Fax: 573-526-0338

E-mail: MunicipalDivision.Reports@courts.mo.gov

MUNICIPAL DIVISION SUMMARY REPORTING FORM

Refer to instructions for directions and term definitions. Complete a report each month even if there has not been any court activity

I. COURT INFORMATION		Contact information same as last report <input type="checkbox"/>	
Municipality: SIKESTON		Reporting Period: January, 2017	
Mailing Address: 105 E. CENTER ST.		Software Vendor: Tyler Technologies	
Physical Address: 105 E. CENTER ST.		County SCOTT COUNTY	Circuit: 33RD
Telephone Number: (573) 475-3705		Fax Number: (573) 471-1526	
Prepared By: PAT COX	E-mail Address courtclerk@sikeston.org		iNotes <input type="checkbox"/>
Municipal Judge(s): FRANKLIN MARSHALL		Prosecuting Attorney: RYAN KYE LAWRENCE	

II. MONTHLY CASELOAD INFORMATION	Alcohol & Drug related Traffic	Other Traffic	Non-Traffic Ordinance
A. Cases (citations / informations) pending at start of month	119	1,652	3,079
B. Cases (citations / informations) filed	2	120	47
C. Cases (citations / informations) disposed			
1. jury trial (Springfield, Jefferson County, and St. Louis County only)	0	0	0
2. court / bench trial - GUILTY	0	0	0
3. court / bench trial - NOT GUILTY	0	0	0
4. plea of GUILTY in court	1	12	6
5. Violations Bureau Citations (i.e., written plea of guilty) and bond forfeitures by court order (as payment of fines / costs)	1	72	26
6. dismissed by court	0	18	9
7. nolle prosequi	0	3	0
8. certified for jury trial(not heard in the Municipal Division)	0	0	0
9. TOTAL CASE DISPOSITIONS	2	105	41
D. Cases (citations / informations) pending at end of month [pending caseload = (A + B) - C9]	119	1,667	3,085
E. Trial de Novo and / or appeal applications filed	0	0	0

III. WARRANT INFORMATION (pre- & post-disposition)	IV. PARKING TICKETS
1. # Issued during reporting period	22
2. # Served/withdrawn during reporting period	26
3. # Outstanding at end of reporting period	180
<input type="checkbox"/> Court staff does not process parking tickets	

Office of State Courts Administrator, Statistics, 2112 Industrial Drive, P.O. Box 104480, Jefferson City, MO 65110

OSCA Help Desk: 1-888-541-4894

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February 2017

Monthly Planner

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday																																										
<div>Jan 2017</div> <table> <tr><td>S</td><td>M</td><td>T</td><td>W</td><td>T</td><td>F</td><td>S</td></tr> <tr><td>1</td><td>2</td><td>3</td><td>4</td><td>5</td><td>6</td><td>7</td></tr> <tr><td>8</td><td>9</td><td>10</td><td>11</td><td>12</td><td>13</td><td>14</td></tr> <tr><td>15</td><td>16</td><td>17</td><td>18</td><td>19</td><td>20</td><td>21</td></tr> <tr><td>22</td><td>23</td><td>24</td><td>25</td><td>26</td><td>27</td><td>28</td></tr> <tr><td>29</td><td>30</td><td>31</td><td></td><td></td><td></td><td></td></tr> </table>			S	M	T	W	T	F	S	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31					1	2	3	4
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12	13 Housing Authority Board Meets - Noon Park Board Meets 5:15 p.m.	14 BMU Commission Meets 4:00 p.m. DED Board Meets 11:30 a.m.	15	16 Community Outreach Meeting - 5:00 p.m., Clinton Building	17	18																																										
19	20 President's Day - City Offices Closed	21 LCRA Meets 11:30 a.m.	22	23	24 Student Government Day	25																																										
26	27 Special City Council Meeting 11:30 a.m.	28																																														

March 2017

Monthly Planner

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19	20 LCRAMeets 11:30 a.m. Public Safety Meets 5:30 p.m.	21	22	23	24	25																																										
26	27 Special City Council Meeting 11:30 a.m.	28 Tourism Advisory Board Meets 4:30 p.m.	29	30	31																																											

April 2017

Monthly Planner

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